

1859-009 Chancery Causes: Charles H. Havelly vs. John Horton &  
Lee Co.

Caldwell, Hamblen, Mills, Johnston

CA-Debt



To the worshipful County Court of Lee County in Chancery  
sitting, the bill of complaint of Charles H. Haseley rep=  
=resentatively represents: That about the year 18 your  
orator became indebted to James Caldwell in the sum  
of near \$135.00, (perhaps a ~~few cents~~ <sup>little</sup> more) and executed  
his note therefor, payable to the said Caldwell, in cabinet  
or carpenter's work, both of which kinds of work your ora=  
tor is accustomed to do, particularly the ~~latter~~ <sup>former</sup>, as he is  
ide a cabinet maker; which mode of payment  
was expressed in the said note. Your orator went on  
to make payments in discharge of the said note, so  
far that the greater part was paid, and only ~~about~~  
the sum of \$36.14 remained unpaid. By <sup>much and</sup> careless hand=  
=ling, the said note had become so worn out and covered  
with credits, that it was at length agreed upon by  
the said Caldwell and your orator, that the said note  
should be delivered to your orator and that he should  
execute a new note therefor. They <sup>about the 20th February 1832</sup> accordingly procured  
a ~~order~~ W. Mills to ascertain by calculation what  
~~was~~ <sup>was</sup> due, for which he was requested to write  
a new note; he did write one, but your orator objects  
to signing it, because it was simply a note for so <sup>much</sup> ~~many~~  
<sup>money</sup> ~~dollars~~ and did not mention the manner in which it  
was payable, ~~being~~ which should have been in such  
work as was specified in the first note, that being the  
contract between the parties. Caldwell admitted that  
such was the contract, and your orator was induced, by  
the said Mills being called upon to witness & recollect  
that condition of the contract, to execute the note as  
written, merely for so <sup>much money</sup> ~~many dollars~~. Your orator was  
<sup>one or two of the fragments of the old note are still in your orator's possession, but nothing can be made out of them  
except a part of the words "cabinet work".</sup> ~~very soon~~ thereafter ready to pay the said last mentioned  
note according to contract, having an abundant stock of  
cabinet ware on hand, and never calculated upon  
being required to pay it in any other manner. However  
in the month of March 1832, the said note was presented  
to him by John Horton, <sup>to whom it had been transferred by the said Caldwell</sup> of this County, who demanded  
payment in money; this your orator refused to do, ~~but~~  
as he well might, and tendered to him the furniture



according to his agreement with Caldwell. Horton refused to receive cabinet furniture for it, saying it was for money, and he would have nothing else - Your orator continued to refuse to pay in any other manner than was his contract; and Horton immediately brought suit against him in this Court, on the common law side thereof. Soon after the service of the writ upon your orator, he spoke to an attorney to appear in this case and defend it, being advised that upon his defence against the action would be successful. He remained quiet, and expected that such course would be taken as would secure him his rights; but he ascertained after the close of the last March term of the County Court, that an office judgment against him had become final - and upon enquiring into the cause, he ascertained that the engagement of the said Attorney, which had been made nearly a year before, had ~~been~~ been forgotten by him, and that he had not appeared at all in this case, and consequently nothing had been done in making an office judgment final. But it was then too late to do any thing, judgment having been entered against him for the said sum of \$20.14 with legal interest from the 20th day of May 1832. Thus, by a series of unfortunate occurrences, and by no fault of your orator's, he is about to be deprived of the beneficial condition in his contract, and indeed a new contract is made for him, and when too he was ready to perform his said contract strictly and truly, and offered to do so, on the first demand, ~~but~~ at all times since, and still is, ready to make payment <sup>an execution has been issued upon the said judgment, by which your orator's property is in danger of being laid upon.</sup> in the manner he contracted to do. <sup>inasmuch, therefore,</sup> as the said proceedings are contrary to justice and equity, and your orator has no relief at common law, his prayer is, that the said John Horton, may be made a party dependent to this bill, and that they answer the same on oath, replying to its allegations as specially as if the same were put to them by way of interrogatory; that the

all further proceedings upon the said judgment and execution be enjoined, until the matters set forth in this bill can be enquired into; that, upon a full and final hearing of his case, your worships would perpetually enjoin the said judgment, and establish and decree the execution of the said <sup>it</sup> as actually made; and that such order may be extended to your orator as a case and <sup>requires</sup> <sup>your orator</sup> <sup>of the said</sup> directed, &c.

P. B. Johnston, P. q.

Virginia, Lee County, to wit:

This day Charles H. Havelly personally appeared before me Benjamin Dickinson a Justice of the peace in & for the said County of Lee, and made oath, that the matters set forth in the foregoing bill as of his own knowledge are true, <sup>stated as upon the information of others to</sup> <sup>be true.</sup> Given under my hand this day of June 1833.

Benjamin Dickinson



(P.)

Chs. H. Haveley

vs.

Bill - Injunction

John Horton

33

June Bill filed & Injt. awarded

July Rules continued

Augt. Defts. Horton & Ans filed

Sept. Cont. Oct. continued

Oct. Defts. & Ans filed

Nov. Notice to dissolve

Dec. Rules continued

Jan. Rules continued

Feb. Rules continued

Mar. Rules continued

Apr. Rules continued



To the Worshipful The Court of Lee County in Chancery  
sitting. The Answer of James Caldwell to the Bill of In-  
junction filed against him and John Horton in this Court, by  
Charles H. Hanely.

This Deft saving to himself the usual exceptions to said  
Bill, for Answer thereto saith, That the Comptt owed <sup>him</sup> a note of  
about \$60 dollars, as well as he now recollects, which was discharge-  
able in Cabinet Work, as stated in Comptt's Bill. This sum  
had been due from the Comptt to this Deft for many months  
previous to the execution of the note, upon which the judgment  
at law was obtained, as mentioned in said Bill. And this  
Respondent had frequently demanded the furniture from  
the Comptt, to discharge it, but the Comptt was never pre-  
pared to pay him. — At length this Deft made a con-  
tract with Genl. William for \$90. or \$100 dollars worth of  
furniture, and induced him to take the Comptt's note for  
the same, which he did, And then the Comptt and this Deft  
came to an Agreement, by which the Comptt agreed to execute  
a new note for Cash, due six months after date, for the balance  
of the first note, which he did, without any understanding  
whatsoever, within the recollection of this Deft, that the Amount  
thereof was to be taken in Cabinet work. And this Deft is  
confirmed in his recollection of the matter, from the fact sta-  
ted, that the last note was taken due six months after date,  
which this Deft would not have agreed to, if he had verbally  
agreed to take the same in Cabinet work, in exchange for  
a note which had been a long time due, payable in the same  
way, and on which, this Deft had a right to demand Cash,  
as he had frequently applied for the Cabinet furniture, and  
could not obtain it. This Deft is therefore confident that the  
Amount of the last note was to be paid in Cash, as the note  
purported, and that there was, at the time of its execution,  
no verbal understanding whatsoever, that the same should  
be paid in Cabinet work. He therefore denies altogether  
that allegation of the Bill. This Deft admits that he sold  
the said note to the Deft Horton, as a Cash note, which



it was, really, and fairly.

This Deft relies upon the grounds taken in the Answer of his Co Deft Norton, in relation to the effect of a Verbal Contract, in setting aside a Deed, and of the ground taken in the Complaint Bill in relation to the negligence of Counsel. Neither of which, even if true, could prevent a recovery upon the said note. And having now fully answered said Bill, prays to be hence dismissed with his Costs.

Shamp for Deft.

See County Court.

This day James Caldwell came before the undersigned, a justice of the peace for said County, and made oath that the statements of the foregoing Answer, so far as they depend upon his own knowledge, are true, and so far as they depend upon the information of others he believes them to be true. Given under my hand this 8<sup>th</sup> day of November 1834.

Byron Dickinson



Baldwell

ad. E. L. L. L.

Hawley

Ans. Feb. 10. 1856



To the Honorable The Court of Lee County in Chancery Sitting,  
The Answer of John Norton to the Bill of Injunction filed in this  
Court against him and James Caldwell by Charles H. Haneley.

This Deft saying all manner of exceptions to said Bill, for answer  
thereunto that he knows nothing of the Contracts or agreements be-  
tween the said P't and the Deft Caldwell as set forth in the P'ts  
Bill, and therefore does not admit that any such were made. He  
knows nothing of a previous note executed by Haneley to Caldwell  
or the terms of it, as mentioned in said <sup>Bill</sup>, and does not admit the  
Statement of the Bill in Relation thereto. - He knows nothing of  
the note on which he obtained the judgment at Law, being taken  
for the balance of an old abused note, and does not admit it.  
And he knows nothing about the Compt's Refusal to sign the last  
note he gave because it was for money, nor of the verbal understand-  
ing about the manner of its discharge and payment, as stated in  
the P'ts Bill, and does not admit them to be true. On the Contrary,  
instead of admitting, he calls upon the Compt to make all of  
his allegations good, by full and good proof.

Neither does he admit the statements of the P't in his Bill  
in Relation to his employment of Counsel to defend the suit at  
Law, or the neglect of such Counsel. And he also calls for proof  
of these Allegations.

And now this Deft will state, that he is advised, that if  
all of these statements were really true, that yet they are not  
sufficient to afford him relief in equity, or to authorize this  
Court to arrest the judgment at Law obtained by this Deft against  
the said Haneley. For he is advised that no verbal Contract is  
valid in Law, to Cancel or Change a Contract by Deed. But if  
this were even so, yet it would not apply to the Case of an Assignee,  
however it might operate against the Assignor. - The note on which the  
Judgment at Law, was recovered with the Assignment thereon is herewith  
referred to as part of this Answer. - The said note purports upon its



face, to be a note for Cash, and when an obligor executes such a note, with a secret verbal understanding that it is to be discharged in trade, he puts it in the power, and aids the obligee to practice a fraud upon the purchaser of such note, which would destroy his equity against him, even if equity could give relief against the obligee, on such a note, with such verbal understanding, which it will not.

Neither is there any ground for the interference of a Court of Chancery, as this Dept is advised, from the statements of said Bill, in relation to the employment of, and negligence of Counsel. It was the duty of the Compt. to be observant of his Counsel, and if it were even true that himself and his Counsel have been negligent, the effects of such negligence ought to fall upon themselves and not upon this Dept. - This Dept having now fully answered upon his part, prays to be hence dismissed with his Costs, and that he obtain a dissolution of the 10th Injunction and have the benefit of his judgment at Law.

But if this Dept should be mistaken as to the equity of this Case - He states that the said James Caldwell sold and assigned the said note to this Dept. as a Cash note for full value, and that if the Court shall give relief to the Compt. Hamby against a Cash recovery, that then your Honors will decree that the said Caldwell shall pay to this Dept the amount of the principal and interest of said note in Cash, together with his Costs at Law and in this Court, and that the latter part of this Answer may be considered as a Bill against the said Caldwell for that object, and that he may answer the same on oath as a Dept there to. And as in duty he.

Virginia, Lee County town.

This day John Horton personally appeared before the undersigned a Justice of the Peace in & for said County and made oath, that the statements of the foregoing answer, so far as they depend upon his own knowledge are true, and so far as they depend upon the information of others, he believes them to be true.

Given under my hand this 15th day of July 1833

Regin Dickerson



John Horton

ads } Answer

Charles H. Havely

1833  
August Rules filed



Lee County, to wit.

The affidavit of John Hamblen Taken at Lee Court House on the 22<sup>d</sup> day of June 1853. To be read as evidence in an injunction in Chancery <sup>in the County Court of aforesaid</sup> wherein Charles H. Harely is plaintiff and John Horton is defendant. This affiant saith that some time ago he was at the tavern of Daniel Jones in Jonesville in Company with Charles H. Harely and others when a man came in who I think was Mr. John Horton and presented a note to Mr. Harely for payment and asked for the money. Harely refused to pay the money until said it was not his contract to pay in money but in cabinet work. ~~which he was then ready to pay him if he would go to his house and receive it~~ which Horton refused to take, and threatened that he would sue and have the money and further this affiant saith not.

John Hamblen

Sworn to and subscribed this 22 June 1853

Bryon Dickinson

The affidavit of Alexander W. Mills Taken at Lee Court House on the 22<sup>d</sup> day of June 1853. To be read as evidence in an injunction in Chancery in the County Court of Lee wherein Charles H. Harely is pl<sup>t</sup> & John Horton defendant. This affiant saith that on the 20<sup>th</sup> day of February 1852 Mr. James Caldwell & Mr. Charles H. Harely requested <sup>him</sup> to make a calculation of what was the balance on a note Mr. Caldwell then held on Harely, and found a balance due on the old note which was payable in cabinet or carpenters work, this affiant was then requested to write a new note for the balance which he did for just so much money, on reading over the note Harely refused to sign it, as it did not agree with their contract, which was for cabinet or carpenters work, this affiant said he thought it unnecessary, as they might make a verbal contract as to their agreement heretofore made when this affiant was called on to witness the verbal contract which was that the note was to be paid in work as aforesaid, and further this affiant said not.

Alexander W. Mills

Sworn to and subscribed the day and date above

Bryon Dickinson



Charles H. Hooley

75 } affidavits  
John Horton aff:eo

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filed 21<sup>st</sup> June 1833



Pursuant to a notice duly given we the undersigned justices of the peace for Lew County have this 18th day of March 1834 proceeded to take the depositions of James Miles and others in a suit now depending <sup>in the County Court of said County</sup> between Charles H. Harely p<sup>t</sup> and John Horton & J<sup>r</sup> Caldwell de<sup>f</sup>s. Alexander Russell, a witness for the plaintiff, of lawful age being duly sworn deposes and saith, that he was present when Mr John Horton demanded the amount of a note ~~he held on Harely~~ <sup>formerly executed to James Caldwell</sup> and requested the payment in money, Harely refused to pay money but told Horton the furniture was ready agreed to the old note. and further this deponent saith not

Alexander Russell  
and not having finished the depositions they are adjourned till Ten O'clock tomorrow, in the morning  
18th. March 1834

( Dan! Dickinson )

Benjamin Dickinson

Pursuant to the adjournment of yesterday we the undersigned justices of the peace for Lew County have proceeded <sup>this 20th day of March 1834</sup> to take the deposition of James Miles for a witness called on by the plaintiff and of lawful age who being first duly sworn deposes and saith

Question by p<sup>t</sup>l<sup>f</sup>: What amt of cabinet furniture had I on hand in the month of June 1832

Answer there was ~~at hand~~ ~~and~~ in the whole of that month furniture on hand, to the value sixty or seventy dollars and further this deponent saith not

James Miles

Alexander W Miles, a witness called on by the plaintiff who being duly sworn deposes and saith, That on the 20th day of February 1832 James Caldwell & Charles H. Harely requested him to make a calculation of what was the balance on a note Caldwell then held on Harely, and found a balance due on the old note of \$36.14 which was payable in Cabinet or Carpenters work and was requested to write a new note for the balance which he did, but omitted to state the Contract on the face of the note, by just note the note for so many dollars, on reading over the note Harely refused to sign it, as it did not set forth the Contract, which was for Cabinet or Carpenters work, this deponent said



it would be unnecessary to draw a new note by they could make a verbal contract, which would answer as well as the agreement they had made in his presence before the new note was drawn, the parties then stated their contract again which was that the note should be paid in Carpenters or Cabinet work, and further the deponent saith not

Alexander W. Mills

Adjourned 'till tomorrow morning 9 o'clock.

The depositions of A. W. Mills is excepted to, on the grounds of his interest, he being the Comptroller of the Bank in the action at law.

Sharp for Defts.

Stephen M. Hill  
Evans Peery

Thursday March 20<sup>th</sup> 1834. — Met this morning pursuant to adjournment on yesterday.

Peter C. Johnston, also a witness of lawful age, in behalf of the plff, being first duly sworn, deposes and saith: <sup>he is an attorney at law practicing in the County Court of Lee County, that</sup> That, a short time after the March Court of this County in 1833, the plff came to him, and asked him, if the office judgment against him at the suit of John Horton had been set aside? — the deponent informed him, that he had not done it, and that he had <sup>not</sup> recollected till the moment of that conversation that he had undertaken to attend to the case; the plff expressed regret at it, and said he had relied upon the deponent to do so. Upon this occasion it was, that the fact was brought to the deponent's recollection that some considerable time before, he had been consulted by the plff who stated substantially the facts set forth in the bill, and asked if they would constitute a defense against the said action — the deponent was of opinion, that if those facts were established by proof, they would be a good defense, and was engaged by the plff to attend to the cause for him and at the proper time to set aside the office judgment and set up that defense — so much, time, however, elapsed, before an office judgment was obtained, that, together with the hurry of business at the courts, it entirely escaped the deponent's recollection — the office judgment was not set aside by him, & consequently it became final. — And further the deponent saith not — written by the deponent himself and subscribed by him March 20<sup>th</sup> 1834.

Peter C. Johnston.

acting Justice of the Peace in Lee County  
We, Evans Peery, and Stephen T. Neill, do certify, that the foregoing depositions in the case between Charles H. Hawley plff and John Horton and James Caldwell defts ~~were~~ taken before us on the days, dated on the 19<sup>th</sup> and 20<sup>th</sup> days of March 1834 were taken before us on those days at the place appointed by the said notes and by adjournment from day to day. Given under our hands this 20<sup>th</sup> day of March 1834.

Stephen T. Neill  
Evans Peery



Recd from the com<sup>r</sup>. on  
the 20<sup>th</sup> March 1834.  
Jws. Morison Sec

Deposition in Chancery  
To J. H. Martley Esq  
Attorn<sup>y</sup> & Solicitor



J. O. 17

One day after date I promise to pay  
D. Kinson & Ransom or order Six Dollars and seventeen  
cents for Value Co. Nov. 17<sup>th</sup> 1841

John P. Johnston



Dr. P. Lehman

Note

28 Ransom

\$617

apc 38  
\$655

(232)



See County Court.

John Norton a squire of James Caldwell complains of Charles H. Nately Deft. in Custody &c. of a plea. That the Deft tendered to the p<sup>l</sup>t. the sum of \$36.14 which to the p<sup>l</sup>t he owes and from him unjustly detains. - For that the said Deft on the 20<sup>th</sup> day of February in the year 1832 at the County aforesaid, made his certain note in writing, sealed with his seal, and to the Court now here shown. The date whereof is on the same day and year aforesaid, whereby the Deft promised to pay to the said James Caldwell, three months after the date of the said note, the said sum of Thirty six dollars and fourteen Cents for value &c. - And afterwards, and before the payment of the said sum of money or any part thereof, by the Deft to the said James Caldwell, to-wit. on the 15<sup>th</sup> day of May in the year 1832 at the County aforesaid, he, the said James Caldwell, by his written endorsement on the back of the said note, his name being there to subscribed in his own proper hand writing, which is also to the Court here shown, the date whereof is on the same day and year last aforesaid, assigned the said note to the p<sup>l</sup>t for value &c. of which the Deft, on the same day and year last aforesaid, at the County aforesaid, had notice.

By reason whereof, and by virtue of the Act of Assembly in that case made and provided, Right and action have accrued to the p<sup>l</sup>t, to sue for and receive from the Deft. the said sum of money.

Yet the p<sup>l</sup>t says. That the Deft. although by the said James Caldwell frequently requested, did not, at any time before receiving notice of the said assignment, pay to the said James Caldwell the said sum of money, or any part thereof, nor hath, the said Deft. although by the p<sup>l</sup>t thereto frequently requested, paid to the p<sup>l</sup>t, the said sum of money, or any part thereof, at any time since; but the same to the p<sup>l</sup>t to pay, the Deft hath hitherto altogether refused, and still refuses, to the damage of the p<sup>l</sup>t \$36. wherefore he sues &c.

Sharp for p<sup>l</sup>t.



Storton A. p. c.

in { Dec. 6

Kanaley

note enclosed

1833

Long Of. & H. Ord.

Feb. 6. 00. Ord. Conf. &

62. 81

22. 50

5. 63

7. 50

\$6. 44

φ ab



Three months after Date I will  
pay James Caldwell \$25, 14/6  
for value rec<sup>d</sup> (Witness my hand  
and seal this 20th July 1832)

Charles H. Caldwell



for Value Received I  
assign the Within note  
To John Barton. This 15<sup>th</sup>  
th of May 1832

Louis Caldwell



THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF *Lee*

COUNTY, GREETING:

WE COMMAND YOU

*to take Charles H. Hovely*

if *he* be found within your bailiwick, and *him* safely keep so that you have *him* before  
our Justices of our Court of our said County, at the Court-House, on the *30<sup>th</sup>* Monday in August  
next to answer *John Horton assignee of James Caldwell of*  
*plea of Debt for \$35 1/4 Damages \$36*

And have then there this writ.

WITNESS, *Alex<sup>r</sup> W. Nicols*

Clerk of our said Court, at the Court-House, this *17<sup>th</sup>* day

of *July*

1832 in the

*5<sup>th</sup>*

year of the Commonwealth.

*J. W. S. Morrison*



This is an action of Debt and Note under Seal for  
Money, Bail Liquid

Sharp for Dth

John Horton apx

vs Lapias  
C H Havelly

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August 1832

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Exceute August  
4<sup>th</sup> 1832

W Mills

3 special bail

Le and Dickinson

D. S.

for

Le and Dickinson

E. L. C.



Memorandum that upon the 1<sup>st</sup> day of August 1832  
Alexander W Mills personally appeared before me Daniel  
S Dickinson Deputy for Daniel Dickinson Sheriff  
Lee County and undertook for Charles A  
Havelly at the suit of John Norton assignee  
of James Coldwell in an action of debt  
~~for~~ now depending in the County Court of Lee  
County that in case the said Charles A Havelly  
shall be cast in the said suit &c the said  
Charles A Havelly will pay & satisfy the condem-  
nation of the Court or render his body to prison  
in execution for the same or that he the said  
Alexander W Mills will do it for him given under  
my hand this the 1<sup>st</sup> day of August 1832

I have Acknowledged the above Recognisance of Bail  
and in testimony thereof have hereunto affixed  
my hand and seal this 1<sup>st</sup> day of August 1832  
A W Mills Seal



THE COMMONWEALTH OF VIRGINIA to the sheriff of *Lee*  
county greeting. We command you to summon *John Horton & James*  
*Soldwell*

to appear before the justices of our Court of Lee County at the Court House, on  
the third Monday in *July next* to answer a bill <sup>*of injunction*</sup> in chancery exhibited  
against *them* by *Charles H. Haverly*

and unless *they* shall answer the bill within four months thereafter the Court  
will take the same for confessed, and decree accordingly. And this *they* shall  
in no wise omit under the penalty of one hundred pounds <sup>*each*</sup>. And have then there  
this writ. Witness ALEXANDER W. MILLS, Clerk of our said Court, at the Court  
House, the *24<sup>th</sup>* day *June* 1833 in the *5<sup>th</sup>* year of the Commonwealth.

*JWS. Morrison Cl*



To enjoin the Defendants their agents, attorneys & all others  
 concerned, from further proceeding on an Exec<sup>n</sup>, now in  
 the hands of the Sheriff of Lee County, in favour of John  
 Horton assignee of James Caldwell against Charles H.  
 Hovey until the further order of this court. The Said  
 Hovey having filed with the clerk of this Court a bill  
 of errors. And Executed Bond according to law.

Teste JWS. Morris on DC

Charles H. Hovey

VS } Sp. Chancery

J. Horton & Caldwell

July 1833

Executed

J. H. Keeson

for

Paul DeKensan S.C.



Messrs John Norton and James Caldwell

Take notice that on  
the 2<sup>nd</sup> day the next march court to be holden for Lee  
county, at the tavern of Daniel D. Davis in Louisa  
in S. D. county I shall proceed to take the depositions of  
James Miles Esq. and others, to be read as evidence in  
in a suit in chancery now pending in the county  
court of Lee county, wherein I am plaintiff  
and you are defendants. and continue from  
day to day until completed.

C. Hardy  
May 21<sup>st</sup> 1834



I acknowledge legal service  
of the within notice 6<sup>th</sup> February 1834  
James Caldwell

I acknowledge legal service of  
the within notice 25<sup>th</sup> February  
1834

John Horton

Notice  
received



I do hereby release all errors at law, in an action  
in the County Court of Lee, on the common law side  
thereof, brought against me by John Horton assignee of  
James Lealdwell, and ~~upon~~ <sup>in</sup> which judgment was rendered  
against me at the Quarterly term of said Court held  
in March 1831.

Charles H. Havely.



Havely

17 }  
3 }

Release of  
Errors.

Horton



Know all men by these presents, That we Charles H. Hovey

are held and firmly bound unto John Horton assignee of James  
Baldwell

in the sum of Seventy five dollars

to which payment well and truly to be made to the said John Horton  
assignee of James Baldwin his  
heirs, executors, administrators or assigns, we bind ourselves, and every of us, our  
and every of our heirs, executors or administrators, jointly and severally firmly by  
these presents. Witness our hands and seals this 19<sup>th</sup> day of June

1833.

The Condition of the above obligation is such, that whereas the above bound  
Charles H. Hovey hath this day obtained from the  
County Court of Lee in Chancery sitting an injunction  
to Stay all further proceedings upon a judgment rendered  
on the 20<sup>th</sup> day of March 1833 by the County Court of  
Said County  
against the Said Charles H. Hovey

for the sum of Thirty Six dollars and fourteen cents with  
interest thereon after the date of 6<sup>th</sup> of Feb, from the 20<sup>th</sup> day of  
May 1832 till paid, and the cost of the said Suit.

Now if the said Charles H. Hovey  
shall satisfy and pay all such sums of money and tobacco and costs, which are now  
due or shall become due to the said John Horton assignee of James Baldwin  
in the said judgment, and also shall pay all such costs and damages as shall be  
awarded against him in case the injunction aforesaid shall be dissolv-  
ed, then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and delivered }  
in presence of

C. H. Hovey  
J. W. S. Morison



Charles H. Hovey

US } Injunction Bond

John Horton assignee

1833

Sum Bonds Executed